



**US Army Corps
of Engineers®**
Seattle District

CHERRY CREEK RESTORATION

Delivery Location: ST. MARIES, IDAHO

SUPPLY AND CONSTRUCTION CONTRACT

Closing Date: 11 SEP 2002
Closing Time: 10:00AM LOCAL

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Jackie Johnson, e-mailed to Jacqueline.w.Johnson@usace.army.mil or mailed to US Army, Corp of Engineers, Seattle District, Attn: Jackie Johnson, P.O. Box 3755, Seattle, WA 98124-3755.

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 17 PAGES	
1. REQUEST NO. DACW67-02-Q-0116	2. DATE ISSUED 05-Sep-2002	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-2227-4509	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755			6. DELIVER BY (Date) SEE SCHEDULE			
			7. DELIVERY [X] FOB DESTINATION [] OTHER (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) JACQUELINE W JOHNSON 206-764-6693						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 11-Sep-2002						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations [] are [] are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BOX CULVERT FFP - PROVIDE AND INSTALL A PRECAST BOX CULVERT MANUFACTURED IN ACCORDANCE WITH ASTM C-1433/2000 TABLE 2. PROVIDE 96" W x 72 " HIGH GATE FABRICATED STEEL SLIDE BOTTOM WITH "J" BULB SEALS, FLANGEBACK FLUSH BOTTOM CLOSURE AND SELF CONTAINED FRAME TO "H" = 120" COLD - FINISHED STEEL RISING STEM WITH LIMIT NUT, ENCLOSED GEAR OPERATOR, YOKE MOUNTED GATE LIFT STANDARD STOCK GRAY IN COLOR. LOCATION FOR THIS JOB IS CHERRY CREEK FISH PASSAGE - ST. MARIES, IDAHO. WAGE DETERMINATION NO. ID020002 (5) DTD 08/23/2002 APPLY. PURCHASE REQUEST NUMBER: W68MD9-2227-4509	1	Lump Sum		

NET AMT

FOB: Destination

SPECIFICATIONS

16 January 2002

CHERRY CREEK RESTORATION
SCOPE OF WORK FOR CULVERT & GATE

1. LOCATION

Concrete box culvert and manually operated slide gate will be delivered to the Cherry Creek project site in St. Maries, Idaho. Anticipated delivery date is **October 28, 2002**.

2. MATERIAL SPECIFICATIONS

Manually Operated Slide Gate:

- ☐ 96" wide x 72" high fabricated steel slide gate
- ☐ "J" bulb seals
- ☐ Flangeback flush bottom closure
- ☐ Self contained frame to "H"=120"
- ☐ Cold-finished Steel Rising Stem w/limit nut
- ☐ Enclosed gear operator
- ☐ Yoke mounted gate lift
- ☐ Anchors for mounting on up stream face of 8'x6' concrete box culvert
- ☐ Standard shop coat paint

Concrete Box Culvert:

- ☐ 8' high x 6' wide x 60' long
- ☐ Reinforced precast concrete
- ☐ Able to withstand 3' of cover
- ☐ Closed cell rubber gaskets
- ☐ Joint mastic
- ☐ "Lip" on bottom of box culvert to create a positive seal w/slide gate

3. COMMENCEMENT, PROSECUTION AND COMPLETION

Advance notification of 5 days of delivery will be coordinated with the Corps of Engineers, Seattle District, Emergency Management Branch, (206) 764-3406 to . Delivery date for materials not later than **October 23, 2002**.

4. INSPECTION

All work will be conducted under direction of the Emergency Management Branch, Seattle District, Corps of Engineers.

NOTES

Request for a copy of Request for Quote can be made by fax at: 206/764-6817, Attn: Jackie Johnson.

THIS SOLICITATION IS ISSUED PURSUANT TO THE SMALL BUSINESS COMPETITIVE DEMONSTATION PROGRAM - LARGE BUSINESS WILL NOT BE CONSIDERED

NOTES:

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS.

2. MARKINGS OF QUOTE ENVELOPES, QUOTES SHALL BE PLAINLY MARKED AS FOLLOWS:

QUOTE FOR: CHERRY CREEK RESTORATON
REQUEST FOR QUOTATION NO. **DACW67-02-Q-0116**
CLOSING DATE AND TIME: 11 SEP 2002 10 A.M. PST

AMENDMENTS NUMBERED_____WILL BE ACCEPTED UNTIL THE TIME AND DATE FOR CLOSING.

3. FAXED QUOTES SHALL BE ACCEPTED BEFORE CLOSING AT FAX: (206) 764-6817 ATTN: JACKIE JOHNSON. MAILED QUOTES SHALL BE ACCEPTED BEFORE CLOSING @ US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT, PO BOX 3755 SEATTLE, WA 98124. PHYSICAL: 4735 E MARGINAL WAY S., SEATTLE, WA 98134-2385. PLEASE REFERENCE BY RFQ NO. DACW67-02-Q-0116.

4. CONTRACTORS OUTSIDE EDI SHALL BE ALLOWED TO QUOTE. CONTRACTORS ARE REQUIRED TO SUBMIT LIST OF ITEMIZED LIST OF MATERIALS WITH QUOTE.

5. ANY CONTRACTOR RECEIVING AN AWARD IS REQUIRED TO BE REGISTERED IN THE CCR (CENTRAL CONTRACTING REGISTRY).

6. AWARD WILL BE MADE TO THE RESPONSIVE RESPONSIBLE OFFEROR WITH THE LOWEST TOTAL PRICE.

CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:

FEDERAL TAX ID NUMBER: _____

DUN AND BRADSTREET NUMBER: _____
CONTRACTOR CAN OBTAIN DUNS NUMBER BY CALLING 800/333-0505

IS CONTRACTOR REGISTERED IN THE CCR? YES _____ NO _____

CCR NO. _____

PROSPECTIVE OFFERORS: THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) TO REQUIRE CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE MORE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS, AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT, OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

THE CCR WEB SITE MAY BE ACCESSED AT <http://www.ccr.gov>. YOU MAY CALL 1-888-227-2423 TO OBTAIN A REGISTRATION PACKET OR REGISTER ONLINE AT www.acq.osd.mil/ec.

Section G - Contract Administration Data

WAGE DETERMINATION

General Decision Number ID020002

General Decision Number ID020002
Superseded General Decision No. ID010002

State: Idaho

Construction Type:
BUILDING

County(ies):
BENEWAH IDAHO NEZ PERCE
BONNER KOOTENAI SHOSHONE
BOUNDARY LATAH
CLEARWATER LEWIS

*IDAHO COUNTY - North of the 46th Parallel

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	05/10/2002
2	05/17/2002
3	06/07/2002
4	07/05/2002
5	08/23/2002

COUNTY(ies):
BENEWAH IDAHO NEZ PERCE
BONNER KOOTENAI SHOSHONE
BOUNDARY LATAH
CLEARWATER LEWIS

* ENGI0370J 06/01/2002

	Rates	Fringes
ZONE 1:		
POWER EQUIPMENT OPERATORS:		
GROUP 1A	20.44	6.52
GROUP 1	20.99`	6.52
GROUP 2	21.31	6.52
GROUP 3	21.92	6.52
GROUP 4	22.08	6.52
GROUP 5	22.24	6.52
GROUP 6	22.52	6.52
GROUP 7	22.79	6.52
GROUP 8	23.89	6.52

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Moses Lake, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools; drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heat Tender; Grade Checker; Hydro-seeder, Mulcher, Nozzlemaster; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork

Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumort, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond) (Operate drilling machine, drive or transport drill rig to and on job site and weld well casing);

Equipment Serviceman, Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Planer Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe and Hoe Ram (under 3/4 yd.); Carrydeck & boom truck (under 25 tons); Cranes (25 tons & under); Derricks & Stifflegs (under 65 tons); Drilling Equipment (8" bit & over) (Robbins, reverse circulation & similar) (operates drill machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (Motor Patrol & Attachments, Athey & Huber); Boom Cats (side); Cableway

Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons including 45 tons), all attachments including clamshell, dragline); Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; Heavy Duty Mechanic; Heavy Duty Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.), Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, all rubber tired; Screed Operator; Shovel (under 3 yds.); Tractors (D-6 & equivalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator; Vactor Guzzler, Super Sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds. & over); Blade (finish & bluetop), Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Clamshell Operator (3 yds. & over); Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks and Stifflegs (65 tons and over); Draglines (3 yds. & over); Elevating Belt (Holland type); Heavy Equipment Robotics Operator; Loader (360 degree revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
180' to 250' \$.30 over scale

Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

HAZMAT: Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

IRON0014D 07/01/2001		
	Rates	Fringes
IRONWORKERS	24.52	11.35

PAIN0005L 07/01/2002		
	Rates	Fringes
PAINTERS:		
Brush	19.42	4.42

PLAS0072D 06/01/2002		
	Rates	Fringes
ZONE 1:		
CEMENT MASONS	21.51	5.98

Zone Differential (Add to Zone 1 rate): Zone 2: \$2.00

BASE POINTS: Spokane, Pasco, Moses Lake, Lewiston

Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

* ROOF0189F 07/01/2002		
	Rates	Fringes
ROOFERS	20.15	6.15

SHEE0066N 06/01/2000		
	Rates	Fringes
BENEWAH, BONNER, BOUNDARY, CLEARWATER, KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES		
SHEET METAL WORKERS	23.77	6.48

SHEE0213C 06/01/2001		
	Rates	Fringes
IDAHO COUNTY		
SHEET METAL WORKERS	21.71	7.71

SUID1001A 02/01/1990		
	Rates	Fringes
CARPENTERS	11.64	
DRYWALL FINSHERS	14.67	2.59
ELECTRICIANS	13.63	2.03

GLAZIERS	11.42	2.21
LABORERS	9.21	2.42
PLUMBERS	15.77	

TEAM0760E 06/01/2001

	Rates	Fringes
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TRUCK DRIVERS

(ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

ZONE 1:

GROUP 1	19.33	8.00
GROUP 2	21.97	8.00
GROUP 3	22.08	8.00
GROUP 4	22.41	8.00
GROUP 5	22.52	8.00
GROUP 6	22.68	8.00
GROUP 7	23.22	8.00
GROUP 8	23.54	8.00

Zone Differential (Add to Zone 1
Rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office
Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat
Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck, Fork Lift (3000 lbs. and
under); Leverperson (loading trucks at bunkers); Trailer Mounted
Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel
Operator; Tractor (small, rubber-tired, pulling trailer or
similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile &
Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under);
Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000
lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated
Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck
Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson;
Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6
yds.); Trucks, side, end, bottom and articulated end dump (3
yards to and including 6 ards); Warehouseperson (to include
shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser;
Trucks, side, end, bottom and articulated end dump (over 6 yards
to and including 12 yds.); Truck Mounted Hydro Seeder;
Warehouseperson; Water Tank truck (0-8000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-
loading Roll Off; Semi-Truck & Trailer; Tractor with Steer

Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and articulated end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled), up to 14 tons; Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Lowboy (over 50 tons); Mechanic (Field); Transfer Truck and Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and pup; Tournarocker, DW's & similar, with 2 or more 4 wheel-power tractor with trailer,

gallage or yardage scale, whichever is greater; Water Tank Truck (8001-14,000 gallons)

GROUP 7: Oil Distributor Driver; StringerTruck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottomand articulated end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled) (16 through 25 tons)

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in additon to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air purifying respirator or additional protective clothing.
LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

NOTE: Trucks pulling equipment trailers shall receive \$.15/hour over applicable truck rate.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.204-3	Taxpayer Identification	OCT 1998
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-6	Brand Name or Equal	AUG 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-17	Labor Standards for Construction Work--Facilities Contracts	FEB 1988
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-4010	Haul Road Restoration	DEC 1999
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1	Changes--Fixed Price	AUG 1987
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Mar 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(iv) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(v) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237332**.

(2) The small business size standard is **500**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern," means a small business concern --
- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

- (a) Definition.
- "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.
- (c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)
- Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)
- | No. of Employees | Avg. Annual Gross Revenues |
|------------------|----------------------------------|
| ____ 50 or fewer | ____ \$1 million or less |
| ____ 51 - 100 | ____ \$1,000,001 - \$2 million |
| ____ 101 - 250 | ____ \$2,000,001 - \$3.5 million |
| ____ 251 - 500 | ____ \$3,500,001 - \$5 million |

____ 501 - 750	____ \$5,000,001 - \$10 million
____ 751 - 1,000	____ \$10,000,001 - \$17 million
____ Over 1,000	____ Over \$17 million

(End of provision)